

231269

BEFORE THE SURFACE TRANSPORTATION BOARD  
WASHINGTON, D.C.

NOV 10 11

STB Docket No. MC-F- 19309 Sub-No. 1

WHEATON VAN LINES, INC. et al—Pooling

---

VERIFIED APPLICATION UNDER 49 U.S.C. § 14302  
FOR APPROVAL OF MODIFICATION OF POOLING ARRANGEMENT  
AMONG WHEATON VAN LINES, INC. AND CERTAIN AGENTS

ENTERED  
Office of Proceedings

NOV 10 2011

Part of  
Public Record

Submitted by:

James P. Reichert, Esq.  
Wheaton Van Lines, Inc.  
8010 Castleton Road  
Indianapolis, IN  
Telephone: 800.932.7799  
Telefax: 317-570-4650  
Email: [jpreichert@msn.com](mailto:jpreichert@msn.com)  
[jim\\_reichert@wvlcorp.com](mailto:jim_reichert@wvlcorp.com)  
Attorney for Wheaton Van Lines, Inc

Dated: November 9, 2011

**FILED**  
NOV 10 2011  
SURFACE  
TRANSPORTATION BOARD

**FEE RECEIVED**  
NOV 10 2011  
SURFACE  
TRANSPORTATION BOARD

BEFORE THE  
SURFACE TRANSPORTATION BOARD

DOCKET NO. MC-F-\_\_\_\_\_

WHEATON VAN LINES, INC.  
POOLING MODIFICATION APPLICATION

This application is made to modify the Pooling Order of Wheaton Van Lines, Inc. ("Wheaton"), and is hereby filed pursuant to 49 U.S.C.S. § 14302 and the regulations of the Surface Transportation Board ("STB") to-wit: 49 C.F.R. § 1184.1 et seq.

INTRODUCTION

Wheaton and its carrier-agents, those holding interstate operating authority, pursuant to 49 U.S.C.S. § 13902, including Wheaton's wholly owned carrier-agents, seek to modify that certain Pooling Order, decided by the Interstate Commerce Commission on January 9, 1989, under the above docket number. The ICC had approved Wheaton's Pooling Order and established certain restrictions on its carrier-agents competing against Wheaton for interstate shipments.

This request for a modification and restructuring of the original Pooling Order is prompted by the well recognized changes in the household goods industry coupled with the need to modify certain practices of Wheaton and its carrier-agents. With increased competition in the household goods industry among the major carriers which has seen the consolidation of some of their operations, such as, Allied Van Lines, Inc., North American Van Lines, Inc. and United Van Lines, LLC, Mayflower Transit, LLC and with the elimination of collective ratemaking effective January 1, 2008, see STB Ex Parte No. 656, Motor Carrier Review Proceeding, Wheaton through its agency network has initiated efforts to strengthen its ability to compete in the interstate household goods market, while affording its agents with the ability to focus on

providing interstate services under one banner. Like many of the small independent carriers, Wheaton's carrier-agents have experienced the increased expenses in developing their own tariffs, operating their own equipment in conformity with the various federal and state operating and taxing regulations, and attempting to insure compliance with the Interstate Commerce Act regulating consumer protection and those consumer protection regulations adopted by the Federal Motor Carrier Safety Administration ("FMCSA"). The requested pooling policy modification would limit Wheaton agents from using their interstate household goods authority except for service to the government including the Department of Defense/ Surface Deployment and Distribution Command ("SDDC"). Policies of Wheaton pertaining to the distribution of revenue and utilization of equipment will be removed from the pooling agreement/arrangement and will become matter of contract under Wheaton's agency agreement.

Wheaton's Pooling Order originally provided its carrier-agents with three options for the utilization of their interstate operating authority: 1) Carrier-agents could shelve their authority and utilize solely Wheaton's authority for all interstate household goods shipments; 2). Carrier-agents could use their operating authority for shipments moving up to 500 miles; or 3). Carrier-agents could use their operating authority for shipments moving up to 1000 miles. Any shipments outside of those parameters had to move under Wheaton's operating authority in accordance with the policies and procedures established under the applicable agency agreements. In analyzing the Pooling Order with the expanding military business, the carrier-agents found themselves bidding on military business through the SDDC at a disadvantage due to the restrictive distances under that order. Recognizing the need for its carrier-agents to expand their military business, without the mileage restrictions, Wheaton also needs the ability to protect and solidify its market share. By establishing policies and procedures which provide financial

incentives for the carrier-agents to tender all of their household goods to Wheaton. Wheaton has over the years encouraged its carrier-agents to cease the use of their operating authority for non-government shipments while at the same time encouraging them to seek expansion of their military or government business.

## ARGUMENT

Wheaton seeks to grow or maintain its market share, affording its agents the opportunity to share in that growth through their affiliation with Wheaton's brand, while also providing its carrier-agents the opportunity of expanding their military business. Such goals can be achieved by first modifying the original Pooling Order, limiting Wheaton's agents from handling non-government shipments and thereby requiring them to tender those shipments exclusively to Wheaton. Such a limitation is not without precedence within the household goods industry. A somewhat less restrictive limitation was originally established under Wheaton's Pooling Order, by which its carrier-agents could "shelve" their authority and tender all of interstate business exclusively to Wheaton. Now, Wheaton seeks to expand upon that limitation by eliminating Options 2 and 3 from the Pooling Order and requiring all agents to tender all non-government interstate shipments to Wheaton. Such limitation allows Wheaton to compete with the other major carriers under the concept of "inter-brand competition." Wheaton and its agents would focus on developing Wheaton's non-government business, by eliminating the ability of any carrier-agents having a free ride while on the one hand having the advantage of Wheaton's advertising and brand identification while on the other hand competing with Wheaton, under the concept of "intra-brand competition." Recognizing that the strength of the household goods industry is derived from van lines competing against each other rather than competing within their agency network, Wheaton's request to limit Wheaton's carrier-agents from utilizing their

interstate operating authority has support beginning in *Rothery Storage & Van vs. Atlas Van Lines, Inc.*, 792 F.2d 210 (D.C. Cir. 1986) (Bork, J.) cert. denied, 479 U.S. 1033 (1987). See also, *Three-Way Corporation vs. I.C.C.*, 792 F.2d. 232, cert. denied 479 U.S. 985 (1986).

Historically, Wheaton's market share has been less than 5% of the national moving market share. Wheaton must focus on maintaining its market position for the benefit of itself and its agents, by eliminating the "free ride" for its carrier-agents.

At the same time, Wheaton and its carrier-agents realize the need to eliminate any restrictions on mileage which would thereby allow the carrier-agents greater latitude on bidding on military business. Under the statutory scrutiny of 49 U.S.C.S. § 13902(4) and the regulatory requirements under 49 CFR § 1184.2, Wheaton's requested pooling modification will permit Wheaton and its agents to provide better service to the public with the economies arising from a coordinated operation of its entire agency network on all shipments, not simply those falling outside the existing pooling imposed mileage restrictions. Having multiple carriers under the same van line umbrella attempting to utilize their own resources fully and efficiently by hauling their own shipments and then seeking back haul or return shipments imposes unnecessary expense in time, money, manpower and equipment. Eliminating the intra brand competition will lead to better service by Wheaton through its agency network focusing on one carrier. Historically, the ICC and now the STB have recognized "inter-brand competition" or that competition among all of the van lines is in the best interest of the public while pooling arrangements that restrict "intra-brand competition" does not unduly restrict competition in the household good moving market. See Mayflower Transit, LLC Pooling Agreement, STB Docket No. MC-F 17950 (Served December 3, 2009) and Atlas Van Lines, Inc. Pooling-Agreement, STB Docket No. MC-F:-21010 (STB Served February 23, 2005)

Wheaton seeks to eliminate all of the previous options under the original Pooling Order and replace them with the sole option of allowing any carrier-agent to elect to compete for military or government business under the new pooling arrangement, without any mileage limitation. That agreement would eliminate those carrier-agents from handling non-government business under their own authority while providing them the expanded opportunities to participate in the military or government business. Through a coordinated effort, Wheaton and its carrier-agents can focus on Wheaton's core business while developing a system which would provide the economies of scale from joint operations of non-government and government business.

It must also be noted that under the original Pooling Order, all carrier-agents were obligated to elect a pooling option which would be filed with the STB. However, such a massive filing is no longer necessary as all Wheaton agents will sign new agency agreements, as required under 49 CFR § 375.205, establishing the exclusive agency network for Wheaton, regardless of whether they have their own authority. See 49 U.S.C.S. 13907. If a carrier-agent wishes to participate under the new pooling arrangement, then filing with the STB would be limited to the true pooling carriers.

This proposed pooling policy modification provides for the same or similar practices of the Pooling Order, predating Section 14302 (January 1, 1996) while permitting the carrier-agents and Wheaton greater flexibility of handling government shipments. Such proposed modification presumptively satisfies the requirements under section 14302 and does not require a hearing on the matter.

#### STANDARDS FOR REVIEW

The STB must initially determine whether the proposed agreement or combination “is of major transportation importance and whether there is substantial likelihood that the agreement or combination will unduly restrain competition.” 49 USCS § 14302 (c) (2). However, such inquiries must be made with a presumption that an agreement between a motor carrier of household goods and its agents is presumed to be “in the interest of better service to the public and of economy of operation.” 14302 (c)(4). Wheaton and its carrier-agents share less than 5% of the overall interstate household goods market. Any restriction imposed upon that network will not affect or restrain competition. The proposed pooling agreement between Wheaton and its agents can provide better transportation services through a system focused upon one carrier and the coordinated transportation efforts of the entire agency network. The theory under which the earlier Pooling Agreement was approved allowing carrier-agents to elect to shelve their authority and operate solely under Wheaton’s authority has not changed. Such elected pooling of traffic before by Wheaton and its carrier-agents did not restrain competition then nor does it now. Wheaton needs to eliminate “intra-brand competition” on non-government traffic, while allowing its carrier-agents wishing to bid on military business to do so, without any artificial mileage restrictions.

#### 1. Proposed Parties to the Pooling Agreement

The proposed parties to the pooling agreement are Wheaton, its subsidiary motor carriers, and its carrier-agents electing to seek military or government business. In keeping with the directive for simplifying the paperwork of a pooling arrangement.(see 14302 (5)), rather than continuing to file notice of all carrier-agents who do not wish to use their authority (old Option 1), Wheaton proposes to limit the number of filings with the STB by filing only the participation of those carrier-agents seeking to undertake military or government business. Such filing would

be limited to identifying the new participant, confirming the agency relationship with Wheaton, providing evidence of the carrier-agent's HHC operating authority through its current MC number, and indicating the carrier-agent approved participation in the pooling arrangement. Such simplified filing follows the approved method in Mayflower Transit, LLC-Pooling Agreement, STB Docket No. MC-F-17950.

A listing of the previously identified pooling carrier-agents with Wheaton is attached as Appendix A and the list of Wheaton subsidiary motor carriers are identified in Appendix B. Not all of the carrier-agents in Appendix A will participate under the new pooling agreement, but those agents identified in Appendix C will participate in the pooling and any additional agents electing to pool shall be identified in accordance with the above filing requirement.

#### GENERAL DESCRIPTION OF THE TRANSACTION

The previously approved Pooling Order would be amended to eliminate the three options and substitute one option to pool military or government traffic. All other household goods transportation services would be provided by agents operating exclusively under Wheaton's interstate operating authority. All carrier-agents wishing to participate under the pooling arrangement would be identified in the prescribed filing(s). See Appendix D, Proposed Pooling Agreement.

#### SPECIFIC DESCRIPTION OF THE OPERATING AUTHORITIES TO BE POOLED

Wheaton operates under MC 87113 while the other participants will operate under their specifically identified motor carrier number issued by the FMCSA. Appendices A and B identify the various carrier-agents who have participated under the past pooling arrangement. Appendix C identifies those carrier-agents which have identified themselves as wishing to



participate under the new pooling arrangement, and upon approval of the modification of the pooling order new participants shall be identified in the subsequent filing(s).

#### BASIS TO ESTABLISH THAT THE AGREEMENT IS A GENUINE POOLING AGREEMENT

The proposed amendment makes no significant changes from the original Pooling Order. While the arrangement shall provide the continued cooperation between Wheaton and the carrier-agents to provide better and more efficient service and utilization of equipment by the parties, it is different from a lease or interline. Each party continues to maintain final approval on the handling of its shipments and allocation of the transportation services as requested or deemed appropriate for the particular shipments.

The proposed pooling arrangement prevents the carrier-agents from handling non-government shipments under their own authority but provides them the opportunity of seeking additional government shipments. Such an arrangement can only be classified as a division of traffic and/or revenues and is therefore not an interline or lease arrangement.

#### DESCRIPTION OF RELEVANT TRANSPORTATION MARKETS

As previously explained, the relevant markets are the interstate non-government and government household goods shipments. On the one hand, there is no significant change as to the non-government market since the Wheaton and its carrier-agents have a very insignificant market share. Furthermore, the allocation of that market share could be changed within the Wheaton agency network, by having the carrier-agent opt out of handling that traffic itself and tendering it all to Wheaton. The market share would not change. The proposed change simply eliminates those carrier-agents from handling any non-government traffic under their own authority and contractually obligating them to comply with that decision. The government

market will be expanded by Wheaton and its pooling agents' ability to seek additional government traffic by eliminating the mileage restrictions previously approved by the ICC.

#### COMPETITIVE ROUTING AND SERVICE ALTERNATIVES

If the modification is approved, there would be no significant change or impact upon routing or service alternatives. All of the pooling participants would be agents for Wheaton, providing the same level of service in the non-government segment as existed before any modification could be approved. Wheaton and its agents remain in competition with every other household goods motor carrier. Although the new pooling agreement is expected to provide the carrier-agents the ability to more easily expand their military opportunities, the alternatives shall not change. The military has always had and shall continue to have control over the assignment of their shipments and the carriers who handle them. The approved carrier pool consists of hundreds if not thousands of participating carriers in that limited market. As to the benefits to the public arising from the approval of the modification, there will be no lessening of those benefits since Wheaton and its agents will continue to provide the same quantity and quality of service as provided under the previous Pooling Order and previous agency agreements. Upon approval of this proposed modification the carrier-agents will be afforded additional opportunities for military business, and such opportunities can provide those carrier-agents with an increased ability to combine the handling of more shipments, leading to more efficient transportation within the entire market.

#### COMPETITIVE IMPACTS

Any growth in the military market by the carrier-agents under the pooling agreement would impact the "inter-brand" competition. As every motor carrier of household goods can become a participant in military traffic, the better system of carrier agents combining with their

major van lines can provide not only better and more efficient service but more competitive pricing in the market. With Wheaton's carrier-agents ability to coordinate their efforts and shipments with Wheaton, the service efficiencies would offset any negative impact upon the competition with the other military carriers.

#### RESTRICTIONS ON COLLECTIVE RATEMAKING

Military transportation industry is based upon individual carriers bidding for that traffic which bidding requires Wheaton and its carrier-agents to execute and file certificates confirming their individual pricing. As Wheaton and its agents on non-government traffic would utilize Wheaton's sole tariff in conformity with the tariff statutes and regulatory structure, there are no violations of the restrictions on collective ratemaking. Non-military rates are governed by 49 USCS § 13907 which specifically authorizes the discussion of rates between Wheaton and its agents. As the individual carrier-agents bidding on military traffic must certify their independent pricing, no other certifications should be required herein.

#### RELATIVE IMPORTANCE OF THE POOLING AGREEMENT

The proposed amendment will have no significant impact upon the national transportation system. As previously stated, the household goods industry is based upon inter-brand competition and not intra-brand. The competition is derived from Wheaton competing with the major van lines and not its carrier-agents. Wheaton's market share is relatively small in the industry, and which share has evolved from all of its agents, including carrier-agents tendering their shipments to Wheaton. It is unlikely that the elimination of the mileage restrictions for military business would significantly impact the competition arising from all of the participating carriers in that market.

## NON-POOLING CARRIERS

The household goods industry is comprised of thousands of motor carriers of varying size. There are numerous arrangements for other van lines and their carrier agents and there are many other service providers of household goods shipments. The original Pooling Order and the proposed amendment are intended to encompass only the carrier-agents of Wheaton and has never been nor is intended to address all other service providers.

## ENERGY AND ENVIRONMENTAL EFFECTS

There are no new motor carriers being formed under the proposed modification which would effect either energy sources or the environment. In fact, the elimination of intra-brand competition and strengthening the agency network of Wheaton, would improve the operation of the entire network by more efficient dispatching and combining of the transportation services. Rather than encouraging more single shipments in lieu of combining with the shipments available through Wheaton, the amendment would foster greater attention to the environmental and energy problems of the transportation industry.

## CONCLUSION

Under the statutory directives, there is no need for a hearing on the proposed amendment. The amendment does not materially impact competition, will not affect the competition in the household goods industry and is not of any significant transportation importance. Wheaton like the other household goods carriers has the need to protect itself and compete at the "inter-brand" level rather than within its own agency network. It is necessary in times of economic difficulties that the combination of van line and carrier-agents seek the most efficient and economical use of their resources best accomplished by the coordinated efforts of Wheaton and its agents operating under Wheaton's authority. Likewise, the modified pooling arrangement will provide expanded

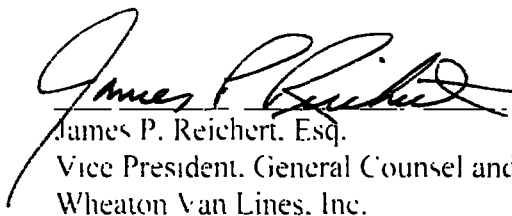
opportunities to the carrier-agents for military or government shipments by the elimination of mileage restrictions.

In accordance with 49 USC § 14302(c)(1), the proposed amended agreement upon approval would become effective by its terms on the fifty first (51<sup>st</sup>) day following the filing of this application unless otherwise notified by the STB of any problem with the application as set forth in 49 CFR § 1184.3.

#### VERIFICATION

I hereby certify that I have read the foregoing Application, including Appendices A-C, seeking approval of a revised Pooling Agreement, Appendix C, among Wheaton Van Lines, Inc. and certain of its agents desiring to pool military traffic. I further state that I am familiar with the facts and circumstances set forth in the Application and that they are true to the best of my knowledge, information and belief. I also certify that the rates set for the military traffic moving under the pooling arrangement do not and will violate the restrictions on collective rate making as set forth in the Interstate Commerce Act and the regulations of the Surface Transportation Board. I am duly authorized to make these certifications on behalf of Wheaton Van Lines, Inc. and will file confirmation of the authority on behalf of each agent of Wheaton seeking to participate in the pooling arrangement.

I make these certifications and representations pursuant to 49 C.F.R. § 1184.2 (m) under the penalties of perjury. Executed this 9<sup>th</sup> day of November, 2011 in Indianapolis, Indiana

  
James P. Reichert, Esq.  
Vice President, General Counsel and Chief Legal Officer  
Wheaton Van Lines, Inc.

Agt #	Wheaton Agent	Name on Authority	CITY	ST	Has Pool Agmt	HHG	Prope rty	MC
119	A V Dedmon Trucking, Inc	Same	Shelby	NC	Y	Y	Y	120616
95	A-1 Movers, Inc	Same	Altus	OK	Y	Y	N	417177
52	A-1 Professional Moving & Storage	A-1 Professional Moving & Storage, LLC	Sadalla	MO	Y	Y	Y	549778
207	All Ways World Wide Moving	McKean & Burt, Inc. dba All Ways Moving & Storage	Washington	PA	Y	Y	Y	10949
472	Alpha International Movers, Inc.	Same	Brodheads ville	PA	Y	Y	Y	95969
280	AMWAT Moving & Warehousing	Residential & Commercial Transport Company, LLC dba A Man With A Truck Movers	Tallahassee	FL	Y	Y	N	525791
5	Atherton and Sons Moving and Storage	Atherton & Sons Moving & Storage, Inc.	Pawcatuck	CT	Y	Y	Y	93498
192	Azar Storage, Inc	Same	Annapolis	MD	Y	Y	Y	321296
461	Barnes Van Lines	Barnes Moving & Storage	Carrollton	GA	Y	Y	Y	186253
103	Basic Moving	State to State Van Lines, Inc.	Brooklyn	NY	Y	Y	Y	535193
63	Blair Transfer & Storage, Inc.	William J. Blair, dba Blair Transfer & Storage Co.	Missoula	MT	Y	Y	Y	65038
418	Chevalley Moving & Storage of Dewey, Inc.	Same	Dewey	OK	Y	N	Y	138226
134	Chips Express, Inc	Same	West Bend	WI	Y	Y	Y	273303
138	City Moving & Storage Co	Ray Fletcher dba City Moving & Storage	Lawton	OK	Y	N	Y	152909
138	City Moving & Storage Co	Same	Lawton	OK	Y	Y	Y	417174
265	Cloud's Moving & Storage	Cloud Enterprises, Inc.	Washington	UT	Y	Y	N	408761
141	Commonwealth Movers, Inc	Same	Richmond	VA	Y	Y	Y	322971
124	Copher Movers & Storage, Inc	Same	Chicago Heights	IL	Y	Y	Y	72242
161	Corlett Movers & Storage Company, Inc., The Jerry Venci	Same	Cleveland	OH	Y	Y	Y	72242
56	Crown Relocations	Crown Forwarding, Inc., dba Crown Relocations	Huntington Beach	CA	Y	Y	N	423367
168	Delaware Moving & Storage, Inc.	Same	Bear	DE	Y	Y	N	417266
156	Demary Brothers Transfer, Inc.	Same	Bridgeport	WV	Y	Y	Y	29865
279	Don's Moving & Storage, Inc.	Same	Albany	NY	Y	N	Y	141611
304	E A Spry & Company, Inc	Same	Woburn	MA	Y	Y	Y	84590
162	Family Relocation	Harley & Son Enterprises, Inc., dba Family Relocation	Mattawan	MI	Y	Y	N	486798
229	Felice Moving & Storage	Felice Trucking Service, Inc.	Rome	NY	Y	Y	Y	22944
96	Flatbush Moving Van Co , Inc.	Flatbush Moving Van Co , Inc.	Brooklyn	NY	Y	Y	Y	94594
217	Florida Transfer and Storage	Melbourne Eau Gallie Moving & Storage Co., Inc.	Jacksonville	FL	Y	Y	Y	144419
91	Foster Van Lines, Inc	Foster Van Lines, Inc.	Richmond	CA	Y	Y	Y	126666
154	Frank the Mover	A. Voyageur, Inc., dba Frank the Mover	Gwinn	MI	Y	Y	N	402868
262	Gerber Moving & Storage	Same	Bonner Springs	KS	Y	Y	Y	268741
102	Gerold Moving & Warehousing Company, Inc	Gerold Moving & Warehousing Company	Belleville	IL	Y	N	Y	156943
400	Hardy Moving & Storage	Kitchen Distributors of NC, Inc, dba Hardy Moving & Storage	Point Harbor	NC	Y	Y	N	427638
356	Help-U-Move, Inc.	Help-U-Move, Inc.	Pasco	WA	Y	Y	Y	252568
379	Henderson Transfer Co, Inc	Same	Vincennes	IN	Y	Y	Y	46612
169	Joseph F. Drennan & Sons, Inc.	Same	Staten Island	NY	Y	Y	Y	66387
46	Kissel Moving & Storage	Patrick A Kissel, Sr , & Mildred A. Kissel dba Kissel Moving & Storage	Wexford	PA	Y	Y	Y	183183

Agt #	Wheaton Agent	Name on Authority	CITY	ST	Has Pool Agmt	HHG	Prope rty	MC
491	Lawton Moving and Storage	William Lawton & Sons, Inc	Providence	RI	Y	N	Y	151465
193	Lowy's Moving Services	Lowy's Express Inc	Neptune	NJ	Y	Y	Y	59151
21	Mark I Moving and Storage, Inc.	Thomas M Tucker	Greenville	SC	Y	Y	N	530688
157	McMullen Transfer, Inc	McMullen's Transfer, Inc.	Tomah	WI	Y	Y	Y	18940
236	Merchants Moving & Storage	Same	Hamilton	MT	Y	Y	N	459020
417	Moore Moving & Storage Systems, Inc.	Same	Yuba City	CA	Y	Y	N	542787
274	MoveMart Relocation, Inc	Audrey Conner, dba MoveMart	Columbia	SC	Y	Y	N	351534
249	Move-Pros	Unisource Relocations	Fremont	CA	Y	Y	N	483729
268	Moving Man, Inc.	Same	New York	NY	Y	N	Y	174323
36	NetMove, Inc	Same	Duluth	GA	Y	Y	No	386658
254	Olympia Moving and Storage Company	Spike, Inc dba Olympia Moving & Storage	Watertown/Boston	MA	Y	Y	N	288585
68	Olympic Moving and Storage, Inc.	Olympic Moving and Storage (Tumwater, WA)	Olympia	WA	Y	Y	Y	284187
34	Pacific Movers (Now known as Denali Group)	Pacific Movers, Inc.	Fairbanks	AK	Y	Y	Y	118494
232	Paul's Transfer Co., Inc.	Same	Phillipsburg	NJ	Y	Y	Y	199726
396	Pom Arleau Transfer & Storage Corp.	Same	Wenatchee	WA	Y	Y	N	094068
89	Pottsville Moving & Storage	Pottsville Moving and Storage Company, Inc.	Pottsville	PA	Y	Y	Y	062898
106	Preferred Moving & Storage, Inc.	Preferred Moving & Storage, Inc.	Mt. Clemens	MI	Y	Y	N	338658
194	QS Storage & Transfer Company	QS Storage & Transfer Company	Memphis	TN	Y	Y	N	8147
378	Rainbow Moving & Storage	Rainbow Moving & Storage, Inc.	Waldorf	MD	Y	Y	Y	393755
449	Reliance Moving & Storage, Inc	Mullen Enterprises, Inc	Newport News	VA	Y	N	Y	176052
295	Reliable Moving Co	Same	Birmingham	AL	Y	Y	N	379308
363	Seaford Transfer, Inc	Same	Yorktown	VA	Y	Y	Y	268065
386	Statesboro Transfer & Storage Company, Inc.	Statesboro Transfer & Storage, Inc.	Statesboro	GA	Y	Y	Y	173325
294	Sunrise Moving & Storage	Sunrise Moving & Storage Company	Atlanta	GA	Y	Y	Y	392351
61	Superior Moving Service, Inc	Superior Moving Service, Inc., dba Superior Moving & Storage	Kansas City	MO	Y	N	Y	70442
421	Teague Bros Trf & Stg Co., Inc.	Same	Theodore	AL	Y	Y	N	195722
377	Tri City Van & Storage	Same	Louisville	KY	Y	Y	Y	163648
163	White Knight Transport Services	Scott D Knight & Barbara L Knight, dba White Knight Transport Services	Monmouth	OR	Y	Y	Y	252304
341	Yeager Moving & Storage, Inc.	Same	DuBois	PA	Y	Y	Y	168331

LIST OF INTERSTATE AUTHORITIES FOR MOTOR CARRIERS WHICH ARE  
SUBSIDIARY COMPANIES OF WHEATON VAN LINES, INC. MC 87113

Crown Moving and Storage, Inc. MC 287481

Crown Moving & Storage, Inc. of Illinois MC 133500

La Habra Relocations, Inc. d/b/a Chesapeake Moving & Storage Co. MC 71855

Fishers Transportation, Inc. d/b/a Gulf Coast Moving and Storage MC 454066

Tobin Transportation, Inc. d/b/a Tobin Brothers Moving & Storage MC 455582

Universal Relocation Services, Inc. MC 307917



Agt #		DOT #	MC #
207	ALWM McKean & Burt, Inc. dba All Ways Moving	37587	10949
66	AOPM Bill's Moving, Inc. dba A-1 Pioneer Moving & Storage	37062	136391
97	CHMG Charleston Moving & Storage Co.	112377	120862
138	CIMG City Moving & Storage Company	984649	417174
312	CLUN Joseph Sparacino Movers, Inc. dba Clune Transfer	38091	96266
313	COAI Coastal Moving Company, Inc.	90766	99869
120	EVSG Eureka Van & Storage Co., Inc.	296648	149362
229	FELC Felice Trucking Service, Inc.	55523	22944
102	GELM Gerold Moving & Warehousing	325848	156943
380	GNAR Gallea Transfer & Storage	803664	552103
402	GUYE Guyer the Mover, Inc.	125443	94844
379	HETR Henderson Transfer Company, Inc.	125434	46612
228	MULN Mullen Bros Inc of No Adams DBA Mullen Moving & Storage	55317	68908
274	MVMR Move Mart Inc.	787737	351534
238	NWTO Nowadnick and Sons, Inc. dba Northwest Transportation & Warehouse Co.	163212	141680
68	OLPC Olympic Moving & Storage Inc (Tumwater)	586615	284187
409	OMSL Olympic Moving & Storage, II (Federal Way)	1085688	449847
453	PLMC Palmcaster Moving & Storage	516419	136036
106	PMNE Preferred Moving & Storage, Inc.	746232	338658
386	SBOS Statesboro Transfer & Storage Co., Inc.	246869	173325
330	TEAG Teague Brothers Transfer & Storage Co., Inc.	295775	195722
203	TOBI Tobin Brothers Moving & Storage, Inc.	1231258	455582
478	TRMN Trumai, Transfer & Storage, Inc	1240960	486832

#### APPENDIX C

## POOLING AGREEMENT

AGREEMENT between Wheaton Van Lines, Inc. ("Wheaton") an Indiana corporation with its principal offices at 8010 Castleton Road, Indianapolis, IN 46250 and \_\_\_\_\_ ("Carrier-Agent") with its principal offices at \_\_\_\_\_

### WITNESSETH:

WHEREAS, Wheaton and Carrier-Agent are motor common carriers of household goods in interstate and foreign commerce subject to the jurisdiction of the Surface transportation Board ("STB") and

WHEREAS, Wheaton and Carrier-Agent desire to pool or divide household goods traffic, services and earnings in the transportation of household goods pursuant to 49 USC § 14302 and the applicable pooling order of the STB entered \_\_\_\_\_ :

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, the parties acknowledge and agree as follows:

#### 1. Motor Carrier Authority

- a. Wheaton represents and warrants that it holds in good standing Certificate of Public Convenience and Necessity No. MC-87113. This Certificate authorizes transportation over irregular routes, as a motor carrier of household goods between points in the United States as further identified and set forth in the Federal Motor Carrier Safety Administration (FMCSA) Carrier Identity Profile, a copy of which is attached hereto as Addendum A.
- b. Carrier-Agent represents and warrants that it holds in good standing authority as a motor carrier to transport household goods between points in the United States under MC No. \_\_\_\_\_ as identified in FMCSA Carrier Identity Profile. Carrier-Agent is further an approved US Department of Defense Transportation Service Provider ("TSP")

#### 2. Agency Agreement

Wheaton and Carrier-Agent represent and warrant that they have entered into a separate Agency Agreement governing the services and compensation for transportation performed pursuant to Wheaton's operating authority and shipments tendered to it by other military carriers. The parties further agree that the continuance of the Agency Agreement and qualification of the Carrier-Agent as a qualified TSP are conditions to the continued participation by Carrier-Agent in this Pooling Agreement

#### 3. Pooling Arrangements

- a. Carrier-Agent shall book and register all shipments other than Military Shipments, defined as any household goods shipment arranged by a uniformed member of any branch of the United States military or any civilian employee of the Department of Defense, with Wheaton in accordance with its agency policies and procedures

b. Carrier-Agent will tender any Military Shipment to Wheaton when requested by the military shipper or when in the opinion of the Carrier-Agent such tender is in the best interest of the Military Shipper. Such tender shall be subject to Wheaton's acceptance of the tendered shipment.

c. On any Military Shipment originally tendered to Carrier-Agent, and upon the determination of Carrier-Agent that it would best serve the Military Shipper for the shipment to be administered by Wheaton, Carrier-Agent shall register the order with Wheaton which shall arrange and provide dispatching and transportation services, invoicing, receiving payment, handling and paying any and all claims, and distributing of revenues to all participants on each shipment. Carrier-Agent specifically grants all powers to Wheaton to handle the Military Shipment directing Wheaton to receive and distribute the revenues in accordance with the Agency Agreement.

d. It is specifically understood and agreed that Carrier-Agent shall be solely responsible for determining and filing any rates for Military Shipments.

#### 4. **Compensation and Distribution of Revenue**

The compensation to the Carrier-Agent and all participants in the military shipment are set forth in the Agency Agreement and any addenda attached thereto, all of which is incorporated herein by reference.

#### 5. **Miscellaneous Terms and Conditions.**

a. This agreement represents the entire Pooling Agreement of the parties, supersedes any previous pooling agreement. This Agreement may be changed, altered or amended only in writing signed by both parties.

b. This Agreement will terminate immediately upon the termination of the Agency Agreement between Wheaton and Carrier-Agent for any reason, upon the disqualification of the Carrier-Agent as a qualified ISP by the SDDC for any reason, or upon the revocation or loss of the interstate operating authority of either party.

c. This Agreement shall be subject to the laws of the State of Indiana, excluding the rules applicable to conflicts of laws, and any action to enforce or interpret the Agreement shall be brought in any court sitting in Marion County, Indiana to which jurisdiction and venue the Carrier-Agent consents.

d. Notice shall be given to the address of Carrier-Agent provided to Wheaton and to Wheaton at its headquarters in Indianapolis, Indiana.

e. This Agreement shall be executed in duplicate and facsimile copies shall be effective as an original.

The parties have executed this Agreement with an effective date of \_\_\_\_

Wheaton Van Lines, Inc.

\_\_\_\_\_  
Carrier-Agent

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_  
Title

Its: \_\_\_\_\_  
Title

POWER OF ATTORNEY

STATE OF INDIANA        )  
COUNTY OF MARION      )

The undersigned on behalf of the foregoing Carrier-Agent authorizes and empowers Wheaton Van Lines, Inc. and its duly authorized representatives, James P. Reichert, Vice President and General Counsel and/or Rex Swing, its Vice President of Government Affairs or any other officer designated by them or by Wheaton to act on his behalf, to prepare, execute, file, or maintain on behalf of the Carrier-Agent all documents or applications for the pooling and the division of traffic and services and earnings between Wheaton and Carrier-Agent. Said individual or designated representative of Wheaton is authorized to certify on Carrier-Agent's behalf, after due inquiry, the truth and completeness of the representations made in any filings or application pertaining hereto.

I AFFIRM UNDER PENALTIES FOR PERJURY THAT THE FOREGOING REPRESENTATIONS ARE TRUE

Carrier-Agent: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Date

Its, \_\_\_\_\_  
Title